was not the judgment debtor's, or was property protected by the exemption laws. *Jones* v. *Burr*, 5 Strob. 147, 53 Am. Dec. 699. In Pennsylvania the court arrived at the same conclusion upon the ground that the creditor, when he bids in property, takes upon him a risk which may lead to his disadvantage, but he does so at the premium of a reduced price. "Were it not for this risk, a creditor might safely depreciate the debtor's title, and buy it in at a sacrifice." *Freeman* v. *Caldwell*, 10 Watts (Pa.) 9. To the same effect, see *Vattier* v. *Lytle*, 6 Ohio St. 482; *Thomas* v. *Glazener*, 90 Ala. 537, 8 So. 153, 24 Am. St. Rep. 830; *Halcombe* v. *Loudermilk*, 3 Jones (N. C.) 491. But the weight of authority, and it seems of reason, is with the principal case. Satisfaction was set aside and new execution given where the sale was of exempt property, or the property of a stranger, in *Osborne* v. *Wilson*, 37 Minn. 8, 32 N. W. 786, 75 Am. Dec. 121; *Sturdivant* v. *Ward*, 90 Ark. 321, 134 Am. St. Rep. 32, (a four to three decision overruling the *caveat emptor* doctrine, in its application to this class of cases, in that state); *Hallon* v. *Hale*, 21 Tex. Civ. App. 194, 51 S. W. 900. In some states a remedy has been given by statute, CALIF. CODE CIV. PROC., § 708, *Cross* v. *Zane*, 47 Calif. 602, a case under that statute; TENNESSEE CODE, § 2900. But if a remedy is not given by statute, the purchaser is entitled to relief in equity against the debtor. *Warner* v. *Helm*, 1 Gilm. (Ill.) 220; *Price* v. *Boyd*, 1 Dana (Ky). 434. It would seem that "when the defendant has not lost, nor the plaintiff acquired, anything by the writ, it is not to be disputed that a new writ may and ought to issue." FREEMAN, EX., § 54. It is advantageous to the debtor himself, for it makes the property bring more nearly its real value, if the title of the purchaser is secured by such sale.

JURY—QUALIFICATION AS AFFECTED BY EMPLOYMENT BY CONNECTED CORPORATIONS.—Where, in an action brought against a mining company, it appeared that the X company owned about one-fifth of the capital stock in the defendant company and about the same amount of the stock in the Y company, that four of the directors of the defendant company were also directors of the X company, and that the general manager of the X company was also the general manager of the defendant company and of the Y company, with power to discharge any employé of any of the three companies. *Held*, it was not error for the trial court to disqualify employés of the X company and of the Y company from sitting as jurors. *Peklenk* v. *Isle Royale Copper Co.* (Mich. 1915), 153 N. W. 1068.

It has generally been held that employés of the parties to a suit are disqualified in law to serve as jurors. *The Central Railroad Co.* v. *Mitchell*, 63 Ga. 173; *Houston & T. C. R. Co.* v. *Smith*, 51 S. W. 506; *Hufnagle* v. *Delaware & H. Co.*, 227 Pa. 476, 76 Atl. 205. Error in not rejecting such an employé has been held to be ground for reversal. *Atlantic Coast Line R. Co.* v. *Bunn*, 2 Ga. App. 305, 58 S. E. 538; *Hubbard* v. *Rutledge*, 57 Miss. 7. But where the person or corporation employing the proposed juror is not a party to the suit, but is nevertheless interested as a corporate connection of a party, there is some conflict among the cases. Employment by a stockholder of a corporation which is a party to the suit has been regarded as no

ground for disqualification. *Fredricton Boom Co.* v. *McPherson,* 13 N. Bruns. 8; *Benedict* v. *Penn. Coal Co.,* 6 Kulp (Pa.) 221; *Dimmack* v. *Wheeling Traction Co.,* 58 W. Va. 226, 52 S. E. 101; *Sansouver* v. *Glenlyon Dye Works,* 28 R. I. 539, 68 Atl. 545. But an employé of a company in which a corporation that was party to the suit owned stock has been held to be disqualified. *Temples* v. *Central of Georgia Ry. Co.,* 15 Ga. App. 115, 82 S. E. 777. The personal injury cases between master and servant, wherein the plaintiff has been allowed to question the jurors on their *voir dire* as to their interest in employers' insurance companies, have generally intimated that such a connection would not be a ground for disqualification. *Foley* v. *Cudahy Packing Co.,* 119 Ia. 246, 93 N. W. 284; *Iroquois Furnace Co.* v. *McCrae,* 191 Ill. 340, 61 N. E. 79. For a dictum to the contrary, see *Citizens' Light, Heat & Power Co.* v. *Lee,* 182 Ala. 561, 62 So. 199. Courts have approved the discretion of trial judges in excusing employés of a corporation controlled by the management controlling the defendant corporation, yet legally distinct from it. *Glasgow* v. *Metropolitan St. R. Co.,* 191 Mo. 347, 89 S. W. 915; *Tucker* v. *Buffalo Cotton Mills,* 76 S. C. 539, 57 S. E. 626, 121 Am. St. Rep. 957. The cases above denying the disqualification, or disapproving of the court's discretion in excusing, have considered only the question of whether or not the employé was personally interested in the result of the suit. But the disqualification of employés of parties rests upon a slightly different footing, that of the possibility of an employé's fearing a loss of his position. *The Central Railroad Co.* v. *Mitchell,* supra. This theory was recognized and accepted in the principal case and in the supporting cases above, where the possibility of fear was found in the fact that the juror's position was in the control of one who was substantially interested in the jury's verdict.

LANDLORD AND TENANT—CONSTRUCTIVE EVICTION.—The landlord of a hotel building leased "together with appurtenances" tore down a vestibule which extended out into adjoining premises also owned by him, the vestibule furnishing a convenient means of access to rear of hotel, and erected a building on the adjoining premises, which blocked the rear door and windows. The tenant refused to pay rent. In an action by the landlord to recover possession of the premises, *held,* that the passage-way over the alley was an appurtenance to the hotel, and that the landlord, by his destruction of the same, had partially evicted the tenant, thereby suspending the duty to pay rent. *Cohen* v. *Newman,* (N. Y. 1915), 155 N. Y. Supp. 30.

This case raises the question of whether or not a landlord's interference with an easement appurtenant to land can effect such an eviction as will constitute a defense to a claim for rent. The affirmative side of this question is the decided weight of authority and is definitely supported by the following cases: *White* v. *Quinn,* 38 Mo. App. 681; *West Side Savings Bank* v. *Newton,* 76 N. Y. 616; *Eschmann* v. *Atkinson,* 91 N. Y. Supp. 319; *Hall* v. *Irwin,* 78 N. Y. App. Div. 107. In *Fuller* v. *Ruby,* 76 Mass. 285 and in *Peck* v. *Hiler,* 31 Barb. (N. Y.) 117, the above doctrine is announced in the court's dicta. The negative side of the question is supported by *Wil-*